

KENTUCKY TRANSPORTATION CABINET
Department of Highways
Division of Construction
DBE Detailed Plan/Subcontract Request

*Reviewed
Approved ah
12/23/03*

PROJECT CODE NO: 030710
DBE Firm/Subcontract #: 2
TO: Rick Stansel
Executive Director Division of Contract Procurement
FROM: Judy Construction Company
Prime Contractor
SUBJECT: Pendleton County BRZ 0603 (163)
County Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:
Javier Steel Corporation of Louisville, KY

DBE Employer Identification Numbers:	<u>61-1079249 KY</u>	<u>111542</u>	Total Specialty Items	<u>\$0.00</u>
The amount to be subcontracted by this request is:	<u>Federal</u>	<u>2.10%</u>	Contract	<u>\$95,000.00</u> or
of the (original contract) or a subcontract amount of	<u>DBE</u>	<u>2.10%</u>		<u>\$4,519,905.61</u>
				(less spec items)

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name Of DBE Firm	DBE Amount	DBE %	Contract "Worth" Amount	Contract %
N.H. Stone, Inc.	63,326.71	1.40%	63,326.71	1.40%
Totals based on original contract Amounts.	\$158,326.71	3.50%	\$158,326.71	3.50%

This section applicable if DBE firm is also a Subcontractor of work on Project:
This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the certification in all lower tier covered transactions and in all solicitations for lower tier transactions. (Federal Aid Contracts only)

The proposed subcontractor is on the Department's list of qualified contractors and has current insurance coverage
Policy No. CPP-07311524 with Cincinnati Insurance Company which expires 03/07/04
Name of Insurance Company Date
J. Dancy, Sec. 12/15/03
Prime Contractor's Signature Date

CONTRACT PROCUREMENT
APPROVAL DATE 12/23/03
QUALIFIED Concrete

CONTRACT

This contract made and entered into this 9th day of December, 2003, by and between

JUDY CONSTRUCTION COMPANY, P.O. BOX 457, CYNTHIANA, KY 41031

hereinafter called first party and,

JAVIER STEEL CORPORATION, P.O. BOX 7448, LOUISVILLE, KY 40257

hereinafter called second party, whether one or more,

WITNESSETH: that whereas first party has heretofore contracted with

Commonwealth of Kentucky, Transportation Cabinet, Frankfort, Kentucky

hereinafter called the owner, by written contract dated the ____ day of _____, 2002, for

PEDLETON COUNTY, BRZ 0603 (163)

and the parties hereto desire that second party shall perform certain work in connection therewith,

IT IS THEREFORE contracted and agreed that the second party shall perform the work enumerated in paragraph I and shall be paid therefor in accordance with paragraph II hereof.

I.

Second party shall furnish all materials, supplies, labor, supervision, tools, machinery and equipment, or other items required therefor, and shall perform the following items of work, including all necessary or incidental thereto, namely:

DESCRIPTION OF ITEM	ESTIMATED QUANTITIES	UNIT PRICES	EXTENSION OR LUMP SUM
5.0 Partial Item--Concrete-Class AA (Furnish & Install Metal Decking) Price includes cleaning and painting welds. Price includes furnishing styrofoam. Javier to provide their own fall protection devices for this work. Price includes applicable sales tax. Unloading and hoisting by Judy Construction Company.	100.0% LS	\$95,000.00	\$95,000.00

Appendix B--Certification regarding debarment, suspension, ineligibility and voluntary exclusion--Lower tier covered transactions is hereto attached.

Please Initial for Judy Const. Co. RA

For Subcontractor JK

II.

1. Second party shall be paid at the rate of the unit price listed in paragraph I for all work performed and materials and supplies furnished. The quantities of the items shown in paragraph I are only estimated and the earnings of second party under this contract shall be determined by the quantities that are actually allowed and paid to first party.
2. Upon receipt by first party of each estimate check, second party shall be paid for such quantities of the items in paragraph I as are included therein; provided, however, that first party may retain ten percent of all monies earned under this contract by second party until the job is completed and accepted and until all bills have been paid in full.
3. Should first party advance money to second party or pay on his behalf any bills, accounts, labor or other items, such advances and payments may be deducted from either the current estimate, the final estimate or the retained percentage, at the option of first party. Should such advances and payments be in excess of the total amount finally due second party, then they shall promptly repay such excess to first party on demand.

III.

Time is of the essence of the prime contract and is hereby declared to be of the essence of this contract. Second party shall prosecute the work with all possible diligence and all possible speed in order to insure completion at the earliest possible date, which shall in no event be later than the ____ day of _____, 20____

AS DIRECTED BY FIRST PARTY

In the event that the second party does not perform its work promptly and the completion of the prime contract is thereby delayed, then second party shall assume and pay any liquidated damages that may be assessed under the terms of the prime contract.

Further if second party fails, in the opinion of first party, to prosecute the work with sufficient force and speed, then first party may, at its option, elect to proceed in any one or more of the following methods:

1. First party may employ and use on said work or any portion thereof such number of workmen, laborers, supervisors, teams, tools, machinery and equipment as it deems necessary to insure the prompt completion of the work at such wages, prices and rentals as first party may deem necessary and expedient, and it shall charge all of same to second party, or
2. First party may relet the work, either in whole or in part, to such other persons as it may desire at such prices as it may deem proper and shall charge the costs thereof to second party, or
3. First party may declare the rights of second party under this contract to be terminated and, in such event, second party shall be paid for the actual work done by to the date of termination except that the monies retained in accordance with Section 2 of paragraph II shall pass to and be retained by first party as liquidated damages, or
4. First party may terminate the contract as to any items of work or areas of the project which have not been completed, as it may elect, and first party may then proceed to treat such terminated items or areas as though same had never been included in this contract but had been omitted, eliminated or excepted therefrom. In such event second party shall remain bound, and all other terms of the contract shall remain in force, to so much of the work or areas which have not been so terminated.

Any delay in exercising these options shall not constitute a waiver of the rights herein provided and it is specifically agreed that the exercise of option 1 or 2 shall not preclude the later exercise of option 3 or 4.

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For Subcontractor 

IV.


1. Second party shall perform all work in a manner satisfactory to both first party and the owner and, upon failure to do so, first party may proceed in the same manner as is provided in paragraph III, above exercise any one or more of the rights therein granted.
2. Second party shall carry and pay for workers compensation insurance, general liability insurance, automobile liability insurance and excess or umbrella liability coverage's. First parties minimum insurance coverage requirements are listed by addendum. Coverage's shall be written by companies acceptable to first party. Second party shall furnish first party with copies of certificates, showing names of carriers, number of the policies, expiration dates and amounts. Second party shall defend at its cost and indemnify and hold harmless first party and owner, their agents and employees, from all liability damages, losses, claims and expenses, howsoever caused, resulting directly or indirectly from or connected with the performance of this subcontract. First party shall be named as additional insured under general liability policy.
3. This contract shall be performed in strict accordance with the prime contract and the plans, specifications, special provisions and instructions issued in connection therewith, including any changes or amendments thereto, and the right to change or amend is retained by the owner and first party, without any ratification or approval on the part of the second party being required. All of the terms and conditions thereof applying to work listed herein, except for those relating to prices and payment, are hereby referred to and made a part of this contract as though copied at length herein.
4. Second party shall promptly pay any and all costs, charges or damages assessed under any portion of this contract and same shall bear interest from the date incurred until paid at the rate of ten percent per annum.
5. Second party will not remove or permit to be removed from the work any equipment, machinery, tools, materials, supplies or other items that have been purchased for or placed on the work for use in connection therewith until the contract has been completed, without the written consent of first party.
6. Any notice or demand may be given by mailing a letter addressed to second party at the address shown in this contract and first party may exercise any right given to it immediately after mailing the letter containing such notice. However, this does not preclude first party from giving notice in any other legal manner.

V.

Second party shall hold first party free and harmless from any and all claims, debts or demands, of whatever nature, that might arise from the operation of this contract, including, but not to the exclusion of any other claims arising through acts or omissions of second party, their agents, servants, employees, assigns and subcontractors.

VI.

1. Second party shall not enter into any agreement (present or future), with any professional organization, association or union which will be binding on the owner's, first party's, or any other Subcontractor's open shop policy. Second party further agrees to hold the first party harmless from any loss or damage due to failure of complying with the above.
2. Second party shall not employ men or means which may cause strikes or other disturbances or work interruption, of any nature, of first party's employees on any work related hereto.
3. Second party shall promptly satisfy any lien or encumbrance filed against the project by reason of any act or default on his part.

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4. Second party shall not sublet or assign any portion of this contract, or his earnings and compensation hereunder, except with the consent in writing of first party.

5. If the second party shall fail to fully perform any obligation imposed on him by this paragraph VI, then first party may exercise one or more of the options provided in paragraph III.

VII.

Second party will not be required to provide a payment and performance bond for the project. Second party agrees to pay a proportionate part of the cost of first party's bond.

Not applicable

VIII.

Second party agrees to pay a proportionate part of the Kentucky Association of Highway Contractors dues.

Not applicable

IX.

Second party certifies that they have a copy of the bid proposal for said project, and will abide by the conditions set forth in the bid proposal.

X.

Judy Construction Company, this subcontractor and sub-recipients shall not discriminate on the basis of race, color national origin, or sex in the performance of work pursuant to Kentucky Transportation Cabinet contracts.

XI.

Second party will provide to the KY Division of Construction, a copy of all checks received from the first party within seven days of receipt, for payment for work performed on the project. Along with the copies, the second party must also submit a copy of the "Subcontractor's Pay Estimate" they receive with their payments from the first party.

XII.

In witness whereof, the said parties hereto by their properly authorized officers have hereunto set their hands and seals this the 9th day of December, 2003.

JUDY CONSTRUCTION COMPANY

BY: Rocky Adams, V.P.
Party of the First Part Title

Sworn to before me this 15th
day of December 2003.

Mary Charles Coy
Notary Public

My commission expires _____
8-27-2006

State Kentucky
County Harrison

JAVIER STEEL CORPORATION

BY: [Signature] President
Party of the Second Part Title

Sworn to before me this 11
day of DECEMBER 2003.

Trudy Colvin
Notary Public

TRUDY COLVIN
Notary Public, State at Large, KY
My commission expires July 26, 2005

State KENTUCKY
County JEFFERSON

Subcontractor Federal I.D.# 41-1079249
State (KY) I.D. # 111542

JUDY CONSTRUCTION COMPANY
MINIMUM INSURANCE REQUIREMENTS FOR SUBCONTRACTORS

Subcontractors must procure, and maintain until the completion and final acceptance of the work, at their own expense, the following minimum limits of insurance, which will be primary and noncontributory with Judy Construction Company's Insurance program. Subcontractors must obtain the following minimum requirements to be in compliance with our insurance company's requirements. Original certificate of Insurance evidencing the necessary coverages must be provided to us prior to commencing any work and are also required to prepare your subcontract, if applicable. If you or your agent have additional questions or concerns contact your project manager.

(I.) **General Liability**

Coverage Details:	Commercial General Liability Occurrence Form Contractual Liability Explosion, Collapse, and Underground Liability (if applicable-See item I) Broad Form Property Damage Independent Contractors
Limits of Insurance:	\$1,000,000 General Aggregate \$1,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal & Advertising \$1,000,000 Each Occurrence

(II.) **Automobile Liability**

Coverage Details:	All Owned Non-Owned Hired Vehicles
Limits of Liability:	\$1,000,000 per accident

(III.) **Excess or Umbrella Liability**

Limits of Liability:	\$1,000,000
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(IV.) **Workers Compensation**

Coverage Details:	Statutory Coverage in each state of operation or "all states" coverage. Applicable Federal (i.e. Longshoreman's Statutory) if applicable.
Limits of Liability:	\$100,000 Each Accident Bodily Injury \$500,000 Policy Limit Bodily Injury by Disease \$100,000 Each Employee Bodily Injury by Disease

(V.) **Description of Operations**

Judy Construction Company must be added to your Commercial General Liability policy as an additional insured by Standard Endorsement CG 2010 or its equivalent.

All policies, except workers compensation, shall include a waiver of subrogation.

(VI.) **Certificate Holder**

Must list:	Judy Construction Company P.O. Box 457 Cynthiana, KY 41031
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(VII.) **Cancellation**

Thirty (30) days prior written notice is required.

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For Subcontractor 

ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants. -

- Appendix B of 49 CFR Part 29 -

Appendix B – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions of Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended,

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For Subcontractor 

ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/18/2003

PRODUCER SEITZ AGENCY, INC. 25 West High Street Lawrenceburg, IN 47025-4008 (812) 537-0264		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED JAVIER STEEL CORPORATION Mr. Nilo A. Javier, President 8017 Catherine Lane, Suite 01 P.O. Box 7448 Louisville, KY 40257-0448		INSURERS AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Kentucky Employers Mutual Ins. Co. INSURER C: Travelers Indemnity Co of Illinois INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPP-07311524	3/7/2003	3/7/2004	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000. MED EXP (Any one person) \$ 10,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CPP-07311524 CPP-07311524 CPP-07311524	3/7/2003 3/7/2003 3/7/2003	3/7/2004 3/7/2004 3/7/2004	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NO COVERAGE PROVIDED			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ Nil.	CCC-447-35-64	3/7/2003	3/7/2004	EACH OCCURRENCE \$ 3,000,000. AGGREGATE \$ 3,000,000. \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Kentucky # 293262	3/7/2003	3/7/2004	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000. E.L. DISEASE - EA EMPLOYEE \$ 1,000,000. E.L. DISEASE - POLICY LIMIT \$ 1,000,000.
C		OTHER Workers Comp. & Employers Liability	Indiana 6JUB-849X491-7-02	3/7/2003	3/7/2004	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Steel Construction, Rebar, Reinforcing Steel, Metal Deck Work and Concrete Construction, NOC.

CERTIFICATE HOLDER**CANCELLATION**

Judy construction
 P O Box 457
 Cynthia Ky 41031
 GMS/daw

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

G. Mike Seitz